

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
INVITATION FOR BIDS (IFB) # 301-22-121**

Issue Date: May 24, 2022

Title: HVAC Mechanical Services at Four (4) Laboratories

Commodity Codes: 91036 & 91450

Issuing Agency: Commonwealth of Virginia
Department of Agriculture & Consumer Services
Purchasing Office, Second Floor
P. O. Box 1163, Richmond, Virginia 23218

Location of Work: Wytheville, VA. Lynchburg, VA. Harrisonburg, VA. Warrenton, VA.

Period of Contract: July 1, 2022 through June 30, 2023 (with 4 One-Year Renewal Options).

Sealed Bids Will Be Received Until: June 22, 2022 no later than 2:00 p.m. For furnishing the goods/services described herein and then opened in public.

All inquiries or questions related to this solicitation must be submitted in writing, preferably via email, to:
Paula Williams, VCO, Senior Contract Specialist of Procurement and Support Services, Email:
paula.williams@vdacs.virginia.gov, Telephone: 804.225.3798, Fax: 804.371.8372

IF BIDS ARE MAILED via USPS, SEND TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE. IF BIDS ARE HAND DELIVERED OR MAILED VIA A PARCEL SERVICE, DELIVER TO: Paula Williams, Procurement Office, Oliver W. Hill Building, 102 Governor Street, Richmond, VA 23219, Second Floor, Room 265

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete. Contracts will be awarded to eVA registered vendors only. See Section V.U for details.

Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____ Zip Code _____	(Signature in Ink)
	Name: _____
	(Please print)
eVA Vendor ID or DUNS #: _____	Title: _____
Fax Number :() _____	Telephone: () _____

Email Address: _____

DSBSD Certified Small Business? Yes / No. If yes, provide DSBSD Certification No.: _____

PREBID CONFERENCE: See section VIII. L for information on the optional pre-bid conference May 31, 2022.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

RETURN OF THIS COVER SHEET IS REQUIRED

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HVAC Mechanical Services at Four (4) Laboratories

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- I. **PURPOSE:** The purpose and intent of this Invitation for Bids (IFB) is to solicit sealed bids to establish an annual contract with one or more Bidders to provide “on-call” as-needed repair services, emergency repair services, and preventive maintenance services to maintain the equipment and control systems owned by the Virginia Department of Agriculture and Consumer Services, an agency of the Commonwealth of Virginia. Though the purpose of this contract is to provide HVAC services, when plumbing or electrical services are needed, the Awarded Bidder(s) will be required to subcontract for the work if not licensed to perform these services. The work will take place at various locations within the Commonwealth of Virginia. For the purpose of this IFB, the Virginia Department of Agriculture and Consumer Services will be referred to as the “Owner” or “VDACS”.

II. **BACKGROUND:**

- A. The Virginia Department of Agriculture and Consumer Services was established in 1877 to promote the economic growth and development of Virginia agriculture, provide consumer protection, and encourage environmental stewardship. The agency is headquartered in Richmond, Virginia and has several field offices, four regional diagnostic animal health laboratories, and two Farmer’s Market facilities.
- B. VDACS has two (2) HVAC mechanical contractors performing services at four (4) laboratories within the Commonwealth of Virginia. The contracts for the HVAC mechanical services at the Wytheville, Lynchburg, Harrisonburg, and Warrenton laboratories will expire after June 30, 2022. It is VDACS desire to have new contracts in place as the current contracts expire.
- C. The current contractor for the Wytheville, Lynchburg and Harrisonburg Laboratories is Platinum Heating and Air and the contract hourly labor rate for an HVAC Mechanic is \$70.00. The current contractor for the Warrenton Laboratory is Mechanical Services Industries and the contract hourly labor rate for an HVAC Mechanic is \$125.00.

III. **SCOPE OF WORK:**

A. **GENERAL REQUIREMENTS:**

1. The Awarded Bidder(s) shall provide all labor, supervision, transportation, materials, supplies, parts, tools, and equipment necessary to provide “on-call” as-needed repair services, emergency repair services, and preventive maintenance services to maintain HVAC mechanical equipment and control systems in accordance with manufacturer’s recommendations and all terms and conditions, provisions, and schedules of the resulting contract(s).
- A. **The Awarded Bidder(s) shall be a licensed contractor primarily engaged in the mechanical service and repair industry and must possess a Class A license in Heating, Ventilation, and Air Conditioning (HVA). The Contractor’s license shall be valid and issued through the Commonwealth of Virginia, Department of Professional and Occupational Regulation (DPOR) and must be maintained during the duration of the contract.** The Awarded Bidder(s) shall provide a labor force qualified to perform the requested work.

- B. For instances when electrical or plumbing services may be required, if the Awarded Bidder(s) are not licensed to perform this work, it is expected they will have the ability to subcontract for these services. VDACS must approve of all subcontractors before they perform work on behalf of the Awarded Bidder(s). It is expected this work would be performed via a fixed price contract (Refer to Section III.B.2).
 - C. VDACS may issue purchase orders up to one hundred thousand dollars (\$100,000) for any one project. The Awarded Bidder(s) shall not perform work which would result in exceeding the purchase order amount.
 - D. VDACS reserves the right to procure any work separately and/or to supply any or all of the materials and parts. The resulting contract will be an optional use contract. VDACS is in no way required to make purchases from the Awarded Bidder(s), and may in its sole discretion, purchase identical and/or similar goods/services from other sources.
 - E. Any estimates/quantities contained herein do not represent a purchase commitment by VDACS.
2. Examples of ***“On-Call” as needed repair services*** that would be performed under this contract include, but are not limited to, the following:
- A. Repair/replace hot water heating supply and return piping, seal kits and bushings on pumps, high temperature water control valves, heat exchangers, expansion valves, control valves, hangers (where necessary), insulation, chemical shot feeders, and air separators.
 - B. Repair/replace steam condensate receivers, condensate pump controls, steam generator relief valves, and sight glass and tube bundles. Plug, repair or replace generator tube bundles as required.
 - C. Repair/replace air handling units, fan coil units, pneumatic controls, air compressors, electric motors, pumps, ball valves, butterfly valves, check valves, automatic control valves, pressure relief valves, chiller, spray unit heads, electric motors, expansion joints, ABB VFD drives, pneumatic relief valves, air compressor, vacuum pump, and experience replacing bearings, shafts, belt fans, pulleys, and motors.
 - D. If required, any heli-arc welding shall be performed by a certified welder. Welds shall be air tight and be able to withstand 300 PSIG and 450° F service.
 - E. Provide, install, and repair sheet metal for ductwork per individual project specifications.
 - F. Overhaul chiller, seal kits and bushings on pumps, and evaporative condensing units to include all parts and labor required to open, inspect and make repairs to units up to 1,000 tons of cooling capacity. The Awarded Bidder(s) shall possess the capability to perform the overhaul or have the ability to subcontract the work.
 - G. Ventilation duct cleaning and air filter replacements.
 - H. Electrical to include ballast replacement, lamp replacement, receptacles, breakers and panel boxes and disconnects. Work may include the servicing

or replacing of bulbs on all exterior pole lights, interior lobby lights or within lab rooms.

- I. Plumbing to include toilets, sinks, drain traps, hot water heaters, and back flow preventers with certification and service connections.

B. SPECIFIC REQUIREMENTS:

1. Preventative Maintenance:

- A. Each laboratory has a specific preventative maintenance schedule as detailed in Exhibit A. The Awarded Bidder(s) will be responsible for insuring the systems or equipment are properly serviced per the schedule for any locations awarded to them via this contract.
- B. Preventive Maintenance will occur on equipment such as chillers, gas fired boilers, air handling, and mini split systems and will occur per a schedule each calendar year for the life of the contract.
- C. The price of the preventative maintenance servicing shall be a firm fixed price that should include all labor, equipment, and all travel expenses that may be incurred to perform the services. Invoices can be submitted to VDACS after the successful completion of a preventative maintenance visit.
- D. If during the preventative maintenance service visit it is determined a repair is needed, that work can be provided as a "Fixed Price Quotation" or "Time and Material Work Order". (Refer to Section III.B.2 and 3 below). VDACS will decide on the best method for the repair and must provide approval for the work to be performed.
- E. The Awarded Bidder(s) shall coordinate the date of each preventative maintenance service visit with VDACS to insure there is no conflict with the facility's operation.
- F. The Awarded Bidder(s) shall provide maintenance and repair services on any new equipment or system, alter the frequency of the service on all equipment as needed, or cease support on equipment or systems taken out of service, for the life of the contract. Any price adjustments due to changes in equipment servicing will be handled via modification to the purchase order.
- G. An eVA purchase order will be generated to cover the preventative maintenance services for a contract period, and for each year the contract is renewed. The purchase order will reference the contract number and corresponding annual term.

2. Fixed Price Quotations:

- A. The Awarded Bidder(s) shall respond within one (1) business day of a notification from VDACS that services are needed. A reasonable date and time shall be arranged between the parties if an on-site meeting is required to properly estimate the work.
- B. If required, the Awarded Bidder(s) shall carefully examine the site to acquire a full understanding of the scope of the project or task to be accomplished.

It is expected that the Awarded Bidder(s) will provide a fixed price quote to VDACS within two (2) business days after the site visit or initial contact of the issue, unless otherwise specified by VDACS.

- C. The fixed price quotation shall include all labor, materials, and equipment required to perform the work and shall include a projected project start and completion date. Any changes required to the work after the project has begun that will exceed the contracted price will be subject to Chapter 3, Section 3.6 of the Agency Procurement and Surplus Property Manual, titled "Contract/Purchase Order Modification Restrictions.
- D. The Awarded Bidder(s), in establishing the estimated completion date or time, should take into account the time required to obtain delivery of the required materials and, where appropriate, will advise VDACS if the availability of materials will delay the start of work.
- E. VDACS will review the fixed price quotation submitted by the Awarded Bidder(s) of the awarded VDACS location where the work is needed, and if accepted, issue an eVA purchase order to that Awarded Bidder. In the case of multiple contracts awarded as a result of this solicitation, VDACS reserves the right to request a fixed price quote to perform the same work/services from any Bidder awarded a contract via this solicitation. Upon evaluating competing quotations, VDACS reserves the right to award an eVA purchase order to a contracted firm whose fixed price quotation is determined to be in the best interest of VDACS. An Awarded Bidder not awarded the VDACS location where the work will take place is not obligated to provide a quote and may decline the opportunity. No work is to be undertaken by the Awarded Bidder(s) until a purchase order is received.
- F. The Awarded Bidder(s) is expected to start work no later than three (3) business days from the date of notification to proceed, unless an alternate start date is agreed to between the parties. All work shall be completed within the time frame stated in the fixed price quote and purchase order.
- G. The Awarded Bidder(s) shall notify the VDACS representative when the work has been completed. If the VDACS representative agrees the work was successfully completed, VDACS shall issue the approval in the form of a dated signature on the Awarded Bidder's invoice. If the Owner does not agree the work has been completed, the VDACS representative will discuss the action required of the Awarded Bidder(s) to achieve successful completion of the work within a stated time frame agreed to among the parties.

3. Time and Material Work Orders:

- A. The Awarded Bidder(s) shall furnish the VDACS representative with a not-to-exceed written estimate of the costs to complete a project, including the types and quantities of labor (hours by labor description – HVAC Mechanic/Technician and HVAC Apprentice - and contract hourly rates, overtime required, etc.), and a listing and description of the major items of material or parts needed and their related costs and any rental resources required to complete the project. **All material and equipment rental costs will be reimbursed based upon the Awarded Bidder's actual invoices with no mark-ups on materials, parts, or equipment rentals.**

- B. The contract labor rates for time and material work orders should include the costs as described Section III. Scope of Work, E. Awarded Bidder's Responsibilities, Item 3. Standard hourly labor rates will apply for work performed during normal business hours, which are 7:45 A.M. to 4:30 P.M., Monday through Friday with the exception of State holidays or office closings. Work performed between 4:31 P.M. and 7:44 A.M. Monday through Friday, weekends, State holidays, and office closings shall not exceed one and one-half (1 ½) times the standard hourly rate.
- C. If the labor hours (using the contract labor rates) and the cost of materials needed to complete the repair is less than \$2,500.00, verbal or written approval of the work can be issued by VDACS and an eVA purchase order generated after the repair. For repairs estimated to exceed \$2,500.00, the Awarded Bidder(s) shall furnish VDACS with a not-to-exceed written estimate of the costs to complete a project. The quote should including the contract labor rate, estimated labor hours, as well as a listing of the parts or materials needed and their associated costs. For repairs estimated to exceed \$2,500.00, no work shall be undertaken by the Awarded Bidder until an eVA purchase order is issued.
- D. Travel charges are allowed to compensate an HVAC mechanic for driving to the site and for travel to obtain repair parts when needed. If it is determined and agreed to by VDACS that multiple mechanics or technicians are required to perform the work, charges will also be allowed to compensate for their travel to reach the site. The time would begin at the departure point and end when signing into the facility. A fixed price for a travel charge will not be acceptable and shall be based on the mechanic's hourly labor rate, or portion of the labor rate, for the actual travel time. The mechanic's hourly labor rate, or portion of the labor rate, can be charged for the actual time utilized to leave the site, obtain the repair parts or materials, and return to the site in the most efficient manner possible to complete the repair.
- E. The Awarded Bidder(s) shall provide an estimated date of completion, expressed as either a definite date or the number of days after receipt of the purchase order. The Awarded Bidder(s), in establishing the target date for completion, should take into account the time required to obtain delivery of the required materials and, where appropriate, will advise the VDACS representative if the availability of materials will delay the start of the project beyond the three (3) business days start date expected by the Owner.
- F. Upon approval by the Owner, a purchase order will be issued to the Awarded Bidder(s). No work shall be undertaken by the Awarded Bidder(s) until a written purchase order is received.
- G. The Awarded Bidder(s) is expected to start work no later than three (3) business days from the date of notification to proceed unless an alternate start date is agreed to by the parties.
- H. The Awarded Bidder(s) employees shall sign in with a VDACS representative each day before commencing work and sign out prior to leaving the premises. The Awarded Bidder(s) shall submit daily timesheets indicating names of personnel who worked on the project, the appropriate contract trade description, and hours worked. The timesheets shall be submitted no later than noon the next working day. The Awarded Bidder(s) shall submit copies of the daily timesheets with all invoices for work accomplished on a project. Any discrepancies between daily timesheets

and invoiced hours will be adjusted to the correct amount.

- I. Except for unforeseen conditions that may be resolved by the issuance of a change order, the Awarded Bidder(s) shall be responsible for completing the project at no additional cost to VDACS if the project runs over the not to exceed estimate.
- J. The Awarded Bidder(s) shall notify the VDACS representative when the work has been completed. If the VDACS representative agrees the work was successfully completed, VDACS shall issue the approval in the form of a dated signature on the Awarded Bidder's invoice. If the Owner does not agree the work has been completed, the VDACS representative will discuss the action required of the Awarded Bidder(s) to achieve successful completion of the work within a stated time frame agreed to among the parties.
- K. Copies of material receipts or equipment rental documents shall be attached to invoices submitted to VDACS for approval and subsequent payment.
- L. Travel charges are allowed to compensate an HVAC mechanic for driving to the site and for travel to obtain repair parts when needed. If it is determined and agreed to by VDACS that multiple mechanics are required to perform the work, charges will also be allowed to compensate for their travel to reach the site. The time would begin at the departure point and end when signing into the facility. A fixed price for a travel charge will not be acceptable and shall be based on the technician's hourly labor rate, or portion of the labor rate, for the actual travel time. The mechanic's hourly labor rate, or portion of the labor rate, can be charged for the actual time utilized to leave the site, obtain the repair parts or materials, and return to the site in the most efficient manner possible to complete the repair.

C. GENERAL WORK PROCEDURES:

- 1. Work to be performed under this contract will normally not require the services of an architect, engineer, or consultant. The work required is expected to be accomplished as a result of routine field surveys by the Awarded Bidder(s) and VDACS representatives, examination of written information and simple sketches and diagrams briefly describing VDACS' needs, and existing building plans. However, if upon completing the site investigation of the work, the Awarded Bidder(s) determines that the scope of work in response to VDACS' request requires the services of an architect, engineer or consultant; the Awarded Bidder(s) shall notify the VDACS representative that the work requested cannot be accomplished under this contract without approved drawings, specifications and/or designs.
- 2. The Awarded Bidder(s) shall be responsible for providing the appropriate types and skill levels of personnel required to accomplish the work and for providing adequate supervision at the work site to assure that the work is accomplished in compliance with all applicable laws, ordinances, rules, regulations and codes, including Virginia OSHA requirements and the latest version of the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date of the purchase order. All work performed under this contract shall be done in a manner that will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection and life safety systems or any other building features that will overload or render useless any portion of the facility.

3. All tools required to perform the work shall be provided by the Awarded Bidder(s). For Time and Material Work Orders, if the work requires the rental of special equipment, VDACS will only pay the Awarded Bidder's actual cost for the rental with no mark up. The Awarded Bidder(s) shall state the requirement for renting special equipment as part of the estimate.
4. For Time and Material Work Orders, materials and parts shall be invoiced to VDACS at the actual cost paid by the Awarded Bidder(s). No mark-ups will be allowed.
5. Although the majority of the work will be performed at a VDACS facility, any supporting work required to be accomplished at an off-site location must be approved and coordinated in advance by the VDACS representative.
6. All repairs and alterations to electrical, structural, and architectural building components relative to the assigned work shall be performed by the Awarded Bidder(s) unless other arrangements are made by the VDACS representative.
7. The Awarded Bidder(s) shall not store any flammable or hazardous material on VDACS' property without prior written approval. The Awarded Bidder(s) shall provide Safety Data Sheets, upon request by the owner, for any hazardous materials they possess on-site at VDACS.
8. All areas in which the Awarded Bidder(s) conducts work shall be left in a clean and orderly condition. Areas adjacent to work areas shall be protected by the Awarded Bidder(s) from damage including lawns, shrubbery, interior floors, walls and trim surfaces, and private property. Interior and exterior storage of materials and equipment used on the job shall be in an orderly manner with the storage site approved by the VDACS representative. The Awarded Bidder(s) shall be responsible for the disposal of all debris and excess materials off VDACS' property, in accordance with existing regulations regarding such disposal. Any excess new material shall become the property of VDACS, if requested.
9. The Awarded Bidder(s) shall provide manufacturers' approved parts and materials in new and first class condition for the repair of all equipment. If the Awarded Bidder(s) offers an option to the owner to utilize parts or materials that are not new, VDACS shall be notified for evaluation and approval before any parts or materials that are not new are quoted or installed.

D. SPECIFIC WORK PROCEDURES:

1. Regular Maintenance and Repair Services: Unless mutually agreed upon by the Awarded bidder(s) and the VDACS representative, all routine maintenance and repair services shall be performed during normal business hours, which are 7:45 A.M. to 4:30 P.M., Monday through Friday with the exception of State holidays or office closings.
2. Emergency Repair Services: Emergency repair service must be available 24 hours a day, 7 days per week. The Awarded Bidder(s) shall respond no later than two (2) hours from the time VDACS places a service call. The Awarded Bidder shall have a staff member on-site, possessing the appropriate trade skill to perform the work, no later than four (4) hours after acknowledging the call for emergency service.

E. AWARDED BIDDER'S RESPONSIBILITIES:

1. The Awarded Bidder(s) shall notify the VDACS representative at least two (2) working days in advance of commencing work so that the building occupants may be notified in a timely manner. The Awarded Bidder(s) shall provide the VDACS representative with information as to what time the work will start and the estimated time for completion.
2. The Awarded Bidder's employees shall sign-in each day work is to be performed upon arrival at the reception desk, prior to beginning work, and sign-out prior to leaving the premises.
3. Hours for work performed on a Time and Materials basis under this contract shall be paid only for productive time on the job. Time spent for functions such as transportation of workers, meal breaks, or any other time the employees are away from the job site are not chargeable directly but are overhead and should be included in the hourly labor rate.
4. The Awarded Bidder's supervisor shall be responsible for the security of the building if the facility is unoccupied by VDACS staff during the time work is being conducted. All doors and windows shall be closed and locked before the Awarded Bidder(s) leaves the work site.
5. The Awarded Bidder(s) shall not drive or park on any sidewalk or grounds area without permission of the VDACS representative.
6. All work under this contract shall be performed in a good workmanlike manner in accordance with the terms and conditions of the resulting contract and prevailing industry standards.
7. The Awarded Bidder(s) shall be responsible for controlling the conduct and performance of their personnel and ensure compliance with the following:
 - a. Awarded Bidder's employees appearing to be under the influence of alcohol or drugs shall not be permitted on-site.
 - b. No loud or boisterous conduct permitted.
 - c. Awarded Bidder's employees shall not disturb papers on desks, or open desk drawers, cabinets or briefcases at any time.
 - d. Awarded Bidder's employees shall not use or tamper with any computers, office machines, equipment, and/or VDACS' employees' personal property at any time.
 - e. Awarded Bidder's employees shall not use VDACS' telephones at any time without prior permission.
 - f. No smoking in buildings.
 - g. No radios or portable music devices.
8. VDACS reserves the right to request the removal of any of the Awarded Bidder's employees at any time for reasonable cause. Such requests will be made to the Awarded Bidder's supervisor.
9. For Time and Material Work Orders, any rebates offered to the Awarded Bidder(s) from manufacturers shall be passed onto VDACS in the form of a credit and noted on the invoice.

F. REPORTING AND RECORDKEEPING REQUIREMENTS:

1. Repair Report: A legible, written report shall be submitted to the VDACS representative upon completion of, and on the same day as, the maintenance and repair service was performed. In the event the VDACS office is closed, these reports must be delivered as soon as practicable the next business day. The report may be on the Awarded Bidder's form and should include:
 - a. Name and address of company.
 - b. Date of service.
 - c. Name and signature of supervisor.
 - d. A detailed description of the work performed including name of equipment serviced or repaired, work performed and purchase order number.
 - e. A detailed list of materials used and/or parts used.
 - f. Needed repair work, problems, failures or malfunctions noted during work performed.
2. For tasks performed against time and materials purchase orders, the Awarded Bidder(s) shall include all supporting documentation and record the time-in, time-out and names of the employees on the job site for that day.
3. Recordkeeping: The Awarded Bidder(s) shall keep and maintain an accurate record on each piece of equipment or system they service, owned by VDACS, indicating all maintenance work, repairs, trouble calls, parts used, wiring and circuit changes and all modifications. Repair services and emergency calls should be denoted separately on the record. The record should include:
 - a. Date and description of work performed
 - b. Equipment manufacturer's name
 - c. Equipment model and serial numbers

IV. WARRANTIES:

- A. The Awarded Bidder shall honor/support any manufacturers' warranties associated with any new equipment or parts installed under contract.
- B. The Awarded Bidder shall warranty their workmanship for a minimum of one (1) year from the date the repair or service was completed.
- C. Any work which does not meet the approval of the VDACS representative shall be immediately corrected. If the work is not corrected and the equipment remains inoperable or dysfunctional, VDACS reserves the right to deduct the disputed amount due from the Awarded Bidder's invoice.

V. VDACS FACILITIES AND RELATED INFORMATION:

- A. The following are the facilities or sites where the contract work will take place. Bidders will indicate on the Pricing Schedule which facilities or sites they will service utilizing the labor rates provided. Contact information for each facility will be provided to the bidder(s) awarded that location.
 1. Location 1: Wytheville Regional Laboratory and Office, located at 250 Cassell Road, Wytheville, VA, 24382. Though the laboratory and office are listed separately below,

they are one structure.

The Wytheville Regional Laboratory is an 11,500 sq. ft. facility constructed in 1994. The laboratory is constructed of brick faced masonry block with a combination built-up and standing seam metal roof and second floor mezzanine for air handling and mechanical equipment.

The Wytheville Regional Office is a 6,100 sq. ft. one story concrete block building with brick facing and was constructed in 1968. A portion of the interior of the building was renovated in 1994. Energy efficient windows were installed in 1999 and the HVAC system was replaced in 2001 and 2005. A new chiller was installed on the office side of the building in 2016.

2. Location 2: Lynchburg Regional Laboratory and Office, located at 4832 Tyreeanna Road, Lynchburg, VA, 24504. The laboratory and office are separate structures and are adjacent to each other.

The Lynchburg Regional Laboratory is an 8,400 sq. ft. facility constructed in 1998. The laboratory is constructed of masonry block with brick facing, a sloped shingle roof and second floor mezzanine for air handling and mechanical equipment.

The Lynchburg Regional Office is a 5,000 sq. ft. facility constructed in 1970. The office is one story brick on block building with a standing seam metal roof. The roof and the HVAC system were installed in 1995.

3. Location 3: Harrisonburg Regional Laboratory, located at 261 Mount Clinton Pike, Harrisonburg, VA, 22802.

The Laboratory is a 23,660 sq. ft. facility constructed in 2007. The laboratory is constructed of brick and split-face masonry block and second floor penthouse for air handling and mechanical equipment.

4. Location 4: Warrenton Regional Laboratory, located at 272 Academy Hill Road, Warrenton, VA 20186.

The Warrenton Regional Laboratory is an 8,400 sq. ft. facility constructed in 1997. The laboratory is constructed of masonry block with split faced block facing a sloped shingle roofing system and second floor mezzanine for air handling and mechanical equipment.

VI. METHOD OF PAYMENT:

Payments will be made per the Code of Virginia § 2.2-4350, prompt payment of bills by state agencies, after successful completion of the work, and upon receipt of a valid and complete invoice for services. Invoices are to be submitted no later than 30 calendar days after services are rendered. The method of payment will predominantly be by credit card for purchases below \$5,000.00. A check will more than likely be issued for payments that exceed \$5,000.00.

VII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby

incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's

sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to

decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle, not owned by the Commonwealth, is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion,

color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- W. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY.** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- Z. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- B. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s), per location or the total of all locations (whichever is in the best interest of the Commonwealth), based on the Award Scenario Total per Location identified in the hypothetical example shown in Section X, Bid Evaluation Procedure. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- C. **CANCELLATION OF CONTRACT:** The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fees assessed for each order. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.
- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- F. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days, the bid may be withdrawn at the written request of the

Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

- G. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified. Furthermore, the contractor and subcontractors shall maintain the required license throughout the term of the contract. The contractor or their subcontractor shall immediately notify the contracting agency in writing in the event the license has been revoked.

Contractor Name: _____

License # _____ Type _____

Subcontractor Name: _____

License # _____ Type _____

- H. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$750,000 or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

- I. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

- J. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed Bid should be returned in a separate envelope or package, sealed, and identified as follows:

Solicitation Number and Title: _____

From: _____
Name of Bidder Due Date Time

Street or Box Number

City, State, Zip Code

DSBSD-certified Micro Business or Small Business No. _____

Paula Williams, Senior Contract Specialist of Procurement & Support Services
Name of Contract Officer

The envelope should be addressed as directed on page 1 of the solicitation.

- K. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
2. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Prime Contractor Subcontractor Reporting:
 1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each

subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

- L. **OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid teleconference will be held at 10:30 a.m. on Tuesday, May 31, 2022. The purpose of this teleconference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of the solicitation.

While attendance at this teleconference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to participate. Have a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Google Meet Meeting Phone Number: 1-330-887-2920 PIN: 288 400 463 #
Meeting ID: meet.google.com/usj-mvwo-mhm

Site visits are also optional and will only be allowed after scheduling a visit. **Access to the locations will be denied to those who attempt to visit a site without an appointment.** Site visits must be scheduled through Paula Williams via her email address on page 1. Questions concerning this solicitation that are generated from any site visit are to be directed via email to Paula Williams.

- M. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing all work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Prime Contractor. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing agency with the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- O. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- P. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under

Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- Q. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

IX. **ADDITIONAL TERMS AND CONDITIONS FOR NON-CAPITAL OUTLAY CONSTRUCTION PROJECTS:**

1. **DEFINITIONS:** Whenever used in this solicitation or in the contract documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:
 - (a) **Agency:** The term, agency, unless otherwise indicated, shall mean the owner.
 - (b) **Commonwealth:** The term "Commonwealth" shall mean the owner which is the Commonwealth of Virginia through the governing Body, the Board, the Building Committee or other agent with authority to execute the contract for the institution or agency involved. The Commonwealth's agent is the official with the authority to sign the contract on behalf of the Commonwealth.
 - (c) **Construction:** As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth and any draining, dredging, excavation, grading, or similar work upon real property.
 - (d) **Contractor:** The person, firm or corporation with whom the owner has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the contractor.
 - (e) **Defective:** An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the contract documents, or has been damaged prior to final payment.
 - (f) **Emergency:** Any unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.

- (g) **Final Acceptance:** The agency's acceptance of the project from the contractor upon confirmation from the project inspector and the contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.
- (h) **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.
- (i) **Notice to Proceed:** A written notice given by the owner to the contractor fixing the date on which the contract time will commence for the contractor to begin the prosecution of the work in accordance with the requirements of the contract documents.
- (j) **Owner:** The Commonwealth of Virginia, i.e., an agency, institution, or department, with whom the contractor has entered into a contract and for whom the work or services is to be provided.
- (k) **Project Inspector:** One or more individuals employed by the owner to inspect the work and/or to act as clerk of the works to the extent required by the owner. The owner shall notify the contractor in writing of the appointment of such project inspector(s).
- (l) **Provide:** Shall mean furnish and install ready for its intended use.
- (m) **Submittal:** All drawings, diagrams, illustrations, schedules, and other data required by the contract documents which are specifically prepared by or for the contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by the contractor to illustrate material or equipment for some portion of the work.
- (n) **Subcontractor:** An individual, partnership or corporation having a direct contract with contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.
- (o) **Substantial Completion:** The work which is sufficiently complete, in accordance with the contract documents, so that the project can be utilized by the owner for the purposes for which it is intended.
- (p) **Supplier:** A manufacturer, fabricator, distributor, materialman, or vendor who provides material for the project but does not provide on-site labor.
- (q) **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic, or other control systems or water.
- (r) **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of

performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

2. **CONTRACT DOCUMENTS:**

- (a) The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the contractor; General Terms and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

3. **LAWS AND REGULATIONS:**

- (a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.
- (b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
- (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- (d) Building Permit: Because this is a project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. Building permits where required will be obtained and paid for by the owner. This does not include any local license fees, business fees or similar assessments which may be imposed by the appropriate political subdivision.
- (e) The contractor, if not licensed as an asbestos abatement contractor or a RFS contractor in accordance with § 54.1-514, *Code of Virginia*, shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the work required.
- (f) The Contractor is neither required nor prohibited from entering into or adhering to agreements with one or more labor organizations, or otherwise discriminating against subcontractors for becoming or refusing to become, or remaining signatories to or otherwise adhering to, agreements with one or more labor organizations. This section

does not prohibit contractors or subcontractors from voluntarily entering into agreements with one or more labor organizations. Both the agency and contractor are entitled to injunctive relief to prevent any violation of this section.

This section does not apply to any public-private agreement for any construction in which the private body, as a condition of its investment or partnership with the state agency, requires that the private body have the right to control its labor relations policy and perform all work associated with such investment or partnership in compliance with all collective bargaining agreements to which the private party is a signatory and is thus legally bound with its own employees and the employees of its contractors and subcontractors in any manner permitted by the National Labor Relations Act, 29 U.S.C. § 151 et seq., or the Railway Labor Act, 45 U.S.C. § 151 et seq.

This section does not prohibit an employer or any other person covered by the National Labor Relations Act or the Railway Labor Act from entering into agreements or engaging in any other activity protected by law.

This section shall not be interpreted to interfere with the labor relations of persons covered by the National Labor Relations Act or the Railway Labor Act.

4. **PREPARATION AND SUBMISSION OF BIDS:** Bids must give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the Commonwealth, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
5. **WITHDRAWAL OR MODIFICATION OF BIDS:** Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.
6. **RECEIPT AND OPENING OF BIDS:**
 - (a) It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
 - (b) Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
 - (c) The provisions of § 2.2-4342 of the *Code of Virginia*, as amended, shall be applicable to the inspection of bids received.

7. **ERRORS IN BIDS:** Errors in bids will be handled in accordance with section 5.13 of the *Vendors Manual*.
8. **SUBCONTRACTS:**
- (a) The contractor shall as soon as practicable after the signing of the contract, notify the owner in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the owner may, within a reasonable time, object to as unsuitable. The owner will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or bid form.
 - (b) The owner shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor which would tend to show what amounts are due and payable by the contractor to the subcontractor.
 - (c) The contractor agrees that he is as fully responsible to the owner for the acts and omissions of his subcontractors, suppliers, and invitee upon the site of the project and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
9. **SEPARATE CONTRACTS:**
- (a) The owner reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this contract. The contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If the owner has listed other separate contracts in the Invitation for Bids which it expects to proceed simultaneously with the work of the contractor, and has included the estimated timing of such other contracts in the Invitation for Bids, the contractor shall integrate the schedule of those separate contracts into his scheduling. The contractor shall make every reasonable effort to assist the owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent this contractor from carrying out his work according to the drawings and specifications of this contract, this contractor shall immediately notify the owner upon discovering such conditions.
 - (b) If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up as required by Sections 18(c) and 18(d) of these Additional Terms and Conditions, the owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a contractor disputes the owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.
10. **TAXES:** The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project. If the State Building Official elects to have the local building official inspect the work as provided by § 36-98.1 of the *Code of Virginia*, the owner will pay the resulting fees to the local building official.
11. **PATENTS:** The contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The contractor shall hold and save the owner, its officers, agents, and employees,

harmless from any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by the owner, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the owner. The owner may direct that some other invention, process, technique, article, or appliance be used. Should the contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the owner, he shall be responsible for any loss due to the infringement.

12. INSPECTION:

- a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.
- b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.
- c. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work,

the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.

- d. The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.
- e. The project inspector has no authority to and shall not:
 - (1) Authorize deviations from the contract documents;
 - (2) Enter into the area of responsibility of the contractor's superintendent;
 - (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
 - (4) Authorize or suggest that the owner occupy the project, in whole or in part;
 - (5) Issue a certificate for payment.

13. **SUPERINTENDENCE BY CONTRACTOR:**

- a. The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
- c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

14. **ACCESS TO WORK:** The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.

15. **AVAILABILITY OF MATERIALS:** If material specified in the contract documents is not available on the present market, alternate materials may be proposed by the contractor for approval of the owner.

16. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest,

installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

17. WARRANTY OF MATERIALS AND WORKMANSHIP:

- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

18. USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the

completion of the work, the owner may do so and charge for costs thereof to the contractor.

- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the contract documents.
- f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

19. PROTECTION OF PERSONS AND PROPERTY:

- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.

- 20. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT:** If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the contractor or of anyone employed by him, or if the owner should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to the owner, stop work or terminate the contract and recover from the owner payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive

profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The owner may offset any claims it may have against the contractor against the amounts due to the contractor. In no event shall termination of the contract by the contractor terminate the obligations of the contractor's surety on its payment and performance bonds.

21. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:

- a. If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the owner may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the owner, or otherwise be guilty of a substantial violation of any provision of the contract, then the owner may terminate the contract.
- b. Prior to termination of the contract, the owner shall give the contractor and his surety ten (10) calendar days written notice, during which the contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the owner may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the contractor and/or its surety that the causes of termination will be remedied in a time and manner which the owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the owner determines that contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the owner may immediately terminate the contract for cause by giving written notice to the contractor and its surety. In no event shall termination for cause terminate the obligations of the contractor's surety on its payment and performance bonds.
- c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- d. Upon termination of the contract, the owner shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the owner, together with any other expenses of terminating the contract and having it completed by others.
- e. If it should be judicially determined that the owner improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the owner.

- f. Termination of the contract under this section is without prejudice to any other right or remedy of the owner.

22. TERMINATION BY OWNER FOR CONVENIENCE:

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
 - (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

23. GUARANTEE OF WORK:

- a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the owner.
- b. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
 - (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

- c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.
- e. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- f. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work under Section 17 of these additional terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.
- g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

24. **ASBESTOS:**

- a. This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the work. If the contractor discovers or inadvertently disturbs any material that may contain asbestos that has not been previously identified, that was overlooked during the removal, or which was deemed not to be friable or which was encapsulated, the contractor shall stop work in the area containing the asbestos, secure the area, and notify the owner immediately by telephone or in person with written notice as soon as possible. The owner will have the suspect material sampled.

If the sample is positive and must be disturbed in the course of the work, the owner will have the material repaired or removed and will pay for the bulk sample analysis.

If the material disturbed is not within the contractor's authorized work and/or work area or under this contract, the contractor will pay for all associated sampling and abatement costs.

- b. If asbestos abatement is included as a part of the work, the contractor shall assure that the asbestos abatement work is accomplished by those duly licensed in accordance with the specific requirements of the contract documents.
- c. If asbestos abatement is included as part of the work, the licensed asbestos subcontractor shall, in the insurance required, add the Commonwealth of Virginia and the contractor as additionally insured to the policy by an endorsement

25. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:

- a. The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
- b. The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

X. BID EVALUATION PROCEDURE: The bids will be evaluated based on the lowest Award Scenario Total per each location. The bids will be evaluated based on the following hypothetical scenario using the pricing provided per the Bidder's submitted Location Pricing Schedule. Awards may be made per location, or total of all locations, whichever is in the best interest of the Commonwealth. Bidders must bid on all Locations in order to be awarded all locations.

The Scenario, to be completed by VDACS: A non-emergency repair call is made during normal business hours requiring one (1) HVAC mechanic and it takes three (3) hours to complete the work. Since this would be a time and material repair, a travel charge will be allowed. Also factored into the award scenario is the cost of the annual preventative maintenance work.

A. HVAC Mechanic Hourly Rate (Item 1 on Pricing Schedule): \$_____ X 3 hours: = \$_____

B. Travel charge (Travel time (X) the Mechanic Hourly Rate) determined by VDACS: = \$_____

C. Annual cost of the preventative maintenance work: \$_____ (Item 3 on Pricing Schedule)

Total of A + B + C = \$_____ Award Scenario Total per Location

Do not indicate any pricing on this page.

XI. BID FORM / PRICING SCHEDULE

Complete and submit the following: 1. Bid Form (page 38), Pricing Schedules per the Location(s) checked below (pages 39 – 42), Vendor Data Sheet (page 43), State Corporation Commission Form (page 44), and Small Business Subcontracting Plan (page 45 & 46). Please do not make any changes to the Scope of Work or Bid Form / Pricing Schedules. Any additions, deletions or changes to the described products or services can be cause for rejection of your bid.

Bidder Name: _____

Indicate below the locations being bid and submit the appropriate pricing page with your bid submission:

- | | |
|---|--|
| <input type="checkbox"/> Location 1: Wytheville Lab and Office. | <input type="checkbox"/> Location 2: Lynchburg Lab and Office. |
| <input type="checkbox"/> Location 3: Harrisonburg Lab. | <input type="checkbox"/> Location 4: Warrenton Lab. |

RETURN OF THIS PAGE IS REQUIRED

Location 1. Wytheville Regional Laboratory and Office

Labor rates for Time and Material Work Orders:

1. HVAC Mechanic: \$_____

2. HVAC Apprentice: \$_____

The labor rates entered above are for Regular Time, which is work performed during the normal business hours of 7:45 a.m. – 4:30 p.m., Monday through Friday. (Work performed outside of these normal business hours, such as nights, weekends, and holidays, shall not exceed an hourly rate of 1.5 times the Regular Time rate.)

Preventative Maintenance (Refer to Exhibit A for the service details):

3. Annual cost of the preventative maintenance work: \$_____

The price of the preventative maintenance servicing shall be a firm fixed price for the annual visits to include labor, equipment, and all travel expenses that may be incurred to perform the services. The travel charge does not apply to the semi-annual preventative maintenance servicing since that must be included in the price.

4. Travel charge:

The travel charge shall be based on the Mechanic's hourly labor rate, or portion of the labor rate, for the actual travel time. For this scenario, the time would begin at the departure point which is the "shop" or bidder facility where a Mechanic would typically depart from to respond to a service call, and end when arriving at the Lab. (It is understood if providing contract services the departure point may vary depending on the physical location of the mechanic during a workday, but for the sake of this example, the departure point will be the shop location.)

Bidders must fill in the address of the departure point below. A web based mapping program will be used by VDACS to determine the estimated time to reach the Lab, rounded up to the next quarter hour. (Example: 46 minutes rounded to 60 minutes)

The departure point address is:

IMPORTANT NOTE: ANY BIDDER SUBMITTING PRICING FOR A LOCATION WHO ENTERS \$0, NA, OR NC ON A PRICING LINE OR LEAVES IT BLANK MAY BE CONSIDERED NONRESPONSIVE.

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XI. PRICING SCHEDULE

IFB# 301-22-121

Location 2. Lynchburg Regional Laboratory and Office

Labor rates for Time and Material Work Orders:

1. HVAC Mechanic: \$_____

2. HVAC Apprentice: \$_____

The labor rates entered above are for Regular Time, which is work performed during the normal business hours of 7:45 a.m. – 4:30 p.m., Monday through Friday. (Work performed outside of these normal business hours, such as nights, weekends, and holidays, shall not exceed an hourly rate of 1.5 times the Regular Time rate.)

Preventative Maintenance (Refer to Exhibit A for the service details):

3. Annual cost of the preventative maintenance work: \$_____

The price of the preventative maintenance servicing shall be a firm fixed price for the annual visits to include labor, equipment, and all travel expenses that may be incurred to perform the services. The travel charge does not apply to the semi-annual preventative maintenance servicing since that must be included in the price.

4. Travel charge:

The travel charge shall be based on the Mechanic's hourly labor rate, or portion of the labor rate, for the actual travel time. For this scenario, the time would begin at the departure point which is the "shop" or bidder facility where a Mechanic would typically depart from to respond to a service call, and end when arriving at the Lab. (It is understood if providing contract services the departure point may vary depending on the physical location of the mechanic during a workday, but for the sake of this example, the departure point will be the shop location.)

Bidders must fill in the address of the departure point below. A web based mapping program will be used by VDACS to determine the estimated time to reach the Lab, rounded up to the next quarter hour. (Example: 46 minutes rounded to 60 minutes)

The departure point address is:

IMPORTANT NOTE: ANY BIDDER SUBMITTING PRICING FOR A LOCATION WHO ENTERS \$0, NA, OR NC ON A PRICING LINE OR LEAVES IT BLANK MAY BE CONSIDERED NONRESPONSIVE.

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Location 3. Harrisonburg Regional Laboratory

Labor rates for Time and Material Work Orders:

1. HVAC Mechanic: \$_____

2. HVAC Apprentice: \$_____

The labor rates entered above are for Regular Time, which is work performed during the normal business hours of 7:45 a.m. – 4:30 p.m., Monday through Friday. (Work performed outside of these normal business hours, such as nights, weekends, and holidays, shall not exceed an hourly rate of 1.5 times the Regular Time rate.)

Preventative Maintenance (Refer to Exhibit A for the service details):

3. Annual cost of the preventative maintenance work: \$_____

The price of the preventative maintenance servicing shall be a firm fixed price for the annual visits to include labor, equipment, and all travel expenses that may be incurred to perform the services. The travel charge does not apply to the semi-annual preventative maintenance servicing since that must be included in the price.

4. Travel charge:

The travel charge shall be based on the Mechanic's hourly labor rate, or portion of the labor rate, for the actual travel time. For this scenario, the time would begin at the departure point which is the "shop" or bidder facility where a Mechanic would typically depart from to respond to a service call, and end when arriving at the Lab. (It is understood if providing contract services the departure point may vary depending on the physical location of the mechanic during a workday, but for the sake of this example, the departure point will be the shop location.)

Bidders must fill in the address of the departure point below. A web based mapping program will be used by VDACS to determine the estimated time to reach the Lab, rounded up to the next quarter hour. (Example: 46 minutes rounded to 60 minutes)

The departure point address is:

IMPORTANT NOTE: ANY BIDDER SUBMITTING PRICING FOR A LOCATION WHO ENTERS \$0, NA, OR NC ON A PRICING LINE OR LEAVES IT BLANK MAY BE CONSIDERED NONRESPONSIVE.

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Location 4. Warrenton Regional Laboratory

Labor rates for Time and Material Work Orders:

1. HVAC Mechanic: \$_____

2. HVAC Apprentice: \$_____

The labor rates entered above are for Regular Time, which is work performed during the normal business hours of 7:45 a.m. – 4:30 p.m., Monday through Friday. (Work performed outside of these normal business hours, such as nights, weekends, and holidays, shall not exceed an hourly rate of 1.5 times the Regular Time rate.)

Preventative Maintenance (Refer to Exhibit A for the service details):

3. Annual cost of the preventative maintenance work: \$_____

The price of the preventative maintenance servicing shall be a firm fixed price for the annual visits to include labor, equipment, and all travel expenses that may be incurred to perform the services. The travel charge does not apply to the semi-annual preventative maintenance servicing since that must be included in the price.

4. Travel charge:

The travel charge shall be based on the Mechanic's hourly labor rate, or portion of the labor rate, for the actual travel time. For this scenario, the time would begin at the departure point which is the "shop" or bidder facility where a Mechanic would typically depart from to respond to a service call, and end when arriving at the Lab. (It is understood if providing contract services the departure point may vary depending on the physical location of the mechanic during a workday, but for the sake of this example, the departure point will be the shop location.)

Bidders must fill in the address of the departure point below. A web based mapping program will be used by VDACS to determine the estimated time to reach the Lab, rounded up to the next quarter hour. (Example: 46 minutes rounded to 60 minutes)

The departure point address is:

IMPORTANT NOTE: ANY BIDDER SUBMITTING PRICING FOR A LOCATION WHO ENTERS \$0, NA, OR NC ON A PRICING LINE OR LEAVES IT BLANK MAY BE CONSIDERED NONRESPONSIVE.

RETURN OF THIS PAGE IS REQUIRED

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. Qualification: The bidder must have the capability and capacity in all respects to satisfy fully all the contractual requirements.

1. Bidder's primary contact:

Name and Title: _____ Phone: (____) _____

2. Years in business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

3. Vendor Information:

eVA vendor ID or DUNS Number: _____

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone : (____) _____ Email: _____

Project: _____

Dates of Service: _____ Value: \$ _____

B. Company: _____ Contact: _____

Phone : (____) _____ Email: _____

Project: _____

Dates of Service: _____ Value: \$ _____

C. Company: _____ Contact: _____

Phone : (____) _____ Email: _____

Project: _____

Dates of Service: _____ Value: \$ _____

D. Company: _____ Contact: _____

Phone : (____) _____ Email: _____

Project: _____

Dates of Service: _____ Value: \$ _____

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B**State Corporation Commission Form****Virginia State Corporation Commission (SCC) registration information.****The Offeror:**

- ☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

☐

RETURN OF THIS SHEET IS REQUIRED

**ATTACHMENT C:
Small Business Subcontracting Plan**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**Subcontract #1**

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

RETURN BOTH PAGES OF ATTACHMENT C

EXHIBIT A

Location 1: Wytheville Regional Laboratory and Office

A. Air Cooled Scroll Chillers Inspections: One (1) Trane, 52 ton unit, Model # CGAM052B2, Serial # Unknown and Year unknown. One (1) York, 22 ton unit, Model # YCAL0022EE17XBSD, Serial # Unknown and Year 2016. **Frequency: Every six (6) months, with the exception of the quarterly coil cleaning.**

1. Labor, equipment, and materials to clean condenser coils **every quarter** to maintain efficiency.
2. Labor and instrumentation to megohm compressor motors and record readings (25 Hp and above).
3. Labor and instrumentation to check all safeties and operating controls.
4. Labor and instrumentation to log chiller operating conditions – pressures, temperatures, voltages, amperages, superheat, subcooling, water flows, and oil and refrigerant levels to confirm proper operation, and refrigerant charge.

B. Gas Fired Boiler Inspections: One (1) Burnham Alpine, Model # ALP500F-2L07, Serial # Unknown, and Year: 2010 and one (1) Teledyne Laars, Model # HH0850IN09HIA, Serial # Unknown, and Year 1994. **Frequency: Every six (6) months**

1. Labor and instrumentation to check fireside.
2. Labor and materials to change flame sensors and ignitor electrodes.
3. Labor and instrumentation to check safety and operating controls.
4. Labor and instrumentation to perform efficiency test and flue gas analysis.

C. Mini Split Systems Inspections: One (1) units, Mitsubishi, Model # MUZ-GE18NA. Serial #s: Unknown. Installed in August of 2020. **Frequency: Every six (6) months.**
Clean air handler filter every six (6) months.

Spring Inspection

1. Labor, equipment and materials to clean condenser coils to maintain efficiency.
2. Labor and instrumentation to check pressures, temperatures, amperages, superheat and sub cooling to confirm proper operation, and refrigerant charge.
3. Labor and instrumentation to check safety and operating controls.

Fall Inspection

1. Labor and instrumentation to check pressures, temperatures, amperages, superheat and sub cooling to confirm proper operation, and refrigerant charge.
2. Labor and instrumentation to check safety and operating controls.

Location 2: Lynchburg Regional Laboratory and Office

A. Air Cooled Scroll Chillers: Trane, 70 ton unit, Model # CGAM 070F 2K02 AX02 A1A1, Serial # and Year unknown. **Frequency: Every six (6) months, with the exception of the quarterly coil cleaning.**

1. Labor, equipment, and materials to clean condenser coils **every quarter** to maintain efficiency.
2. Labor and instrumentation to megohm compressor motors and record readings (25 Hp and above).
3. Labor and instrumentation to check all safeties and operating controls.
4. Labor and instrumentation to log chiller operating conditions – pressures, temperatures, voltages, amperages, superheat, subcooling, water flows, and oil and refrigerant levels to confirm proper operation, and refrigerant charge.

B. Gas Fired Boiler Inspections: Two (2) Lochinvar boilers, Model # FTX725N, Serial # 210 118394929 Installed in 2020 **Frequency: Every six (6) months.**

1. Labor and instrumentation to check fireside.
2. Labor and materials to change flame sensors and ignitor electrodes.
3. Labor and instrumentation to check safety and operating controls.
4. Labor and instrumentation to perform efficiency test and flue gas analysis.

C. Mini Split Systems Inspections: Four (4) units, Mitsubishi, Model # MUZ-GE18NA. Serial #'s: 5003261T, 5003262T, 5002271T, & 5003260T. Installed in August of 2015.

Frequency: Every six (6) months.

Clean air handler filters every six (6) months.

D. Split Systems Inspections: One (1) Lennox 5 ton Heat Pump unit, Model #TPA060S4N443Y, Serial # 5810E28523. Installed in 2012
One Coleman 5 ton Heat Pump Unit, Model# PH-10C00ATAAA4A, Serial # N1E6620694
Installed in 2021. **Frequency: Every six (6) months.**

Spring Inspection

1. Labor, equipment and materials to clean condenser coils to maintain efficiency.
2. Labor and instrumentation to check pressures, temperatures, amperages, superheat and sub cooling to confirm proper operation, and refrigerant charge.
3. Labor and instrumentation to check safety and operating controls.

Fall Inspection

1. Labor and instrumentation to check pressures, temperatures, amperages, superheat and sub cooling to confirm proper operation, and refrigerant charge.
2. Labor and instrumentation to check safety and operating controls.

Location 3: Harrisonburg Regional Laboratory

A. Air Cooled Scroll Chillers: Trane 125 ton unit, Model # RTAA 1254YT01A3D0GBF, Serial # U06M01113. Installed in 2007. **Frequency: Every six (6) months, with the exception of the quarterly coil cleaning.**

1. Labor, equipment, and materials to clean condenser coils **every quarter** to maintain efficiency.
2. Labor and instrumentation to megohm compressor motors and record readings (25 Hp and above).
3. Labor and instrumentation to check all safeties and operating controls.
4. Labor and instrumentation to log chiller operating conditions – pressures, temperatures, voltages, amperages, superheat, subcooling, water flows, and oil and refrigerant levels to confirm proper operation, and refrigerant charge.

B. Gas Fired Boiler Inspections: Two (2) Aerco Benchmark Series Industrial units, Model # As-4541, Serial #G-06-1613. Installed in 2007. **Frequency: Every six (6) months.**

1. Labor and instrumentation to check fireside.
2. Labor and materials to change flame sensors and ignitor electrodes.
3. Labor and instrumentation to check safety and operating controls.
4. Labor and instrumentation to perform efficiency test and flue gas analysis.

Location 4: Warrenton Regional Laboratory

A. Air Cooled Scroll Chillers Inspections: Trane, 70 ton unit, Model # CGAM070F2, Serial # Unknown. Year 2020. **Frequency: Every six (6) months, with the exception of the quarterly coil cleaning.**

1. Labor, equipment, and materials to clean condenser coils **every quarter** to maintain efficiency.
2. Labor and instrumentation to megohm compressor motors and record readings (25 Hp and above).
3. Labor and instrumentation to check all safeties and operating controls.
4. Labor and instrumentation to log chiller operating conditions – pressures, temperatures, voltages, amperages, superheat, subcooling, water flows, and oil and refrigerant levels to confirm proper operation, and refrigerant charge.

B. Gas Fired Boiler Inspections: Harsco Industrial, Patterson-Kelley, Modu-Fire Forced Draft, Model # 1500-MFD, Serial # FY18-12-36247. Installed in 2011. **Frequency: Every six (6) months.**

1. Labor and instrumentation to check fireside.
2. Labor and materials to change flame sensors and ignitor electrodes.
3. Labor and instrumentation to check safety and operating controls.
4. Labor and instrumentation to perform efficiency test and flue gas analysis.

C. Mini Split Systems Inspections: Four (4) units, Mitsubishi, Model # MUZ-GE18NA. Serial #'s: 5003261T, 5003262T, 5002271T, & 5003260T. Installed in August of 2015. **Frequency: Every six (6) months.**

Clean air handler filters every six (6) months.

Spring Inspection

1. Labor, equipment and materials to clean condenser and evaporator coils to maintain efficiency.
2. Labor and instrumentation to check pressures, temperatures, amperages, superheat and subcooling to confirm proper operation, and refrigerant charge.
3. Labor and instrumentation to check safety and operating controls.
4. Clean indoor unit filters.

Fall Inspection

1. Labor and instrumentation to check pressures, temperatures, amperages, superheat and subcooling to confirm proper operation, and refrigerant charge.
2. Labor and instrumentation to check safety and operating controls.
3. Clean indoor unit filters.